

**BEFORE THE WASHINGTON
UTILITIES & TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,

Complainant,

v.

QWEST CORPORATION D/B/A CENTURYLINK QC,

Respondent.

DOCKET UT-171082

SUSAN M. BALDWIN ON BEHALF OF PUBLIC COUNSEL

EXHIBIT SMB-5

CenturyLink's Response to Public Counsel Data Request 2,
and Pages 20-23 of Attachment (PAHD Tariff)

June 1, 2018

CenturyLink's Response to

Public Counsel DR Nos. 1 through 4 to CenturyLink

Date: March 19, 2018

Page 2 of 5

PC-2 Please provide CenturyLink's responses to the Data Requests or requests for information from Commission Staff, which were propounded during Commission Staff's investigation in this matter.

Response: Please see Attachment PC-2 and Confidential Attachment PC-2. This response consists of a series of 15 e-mails between Susie Paul of the Commission Staff and Phil Grate at CenturyLink. The e-mails are numbered #1 - #15 at the top of the first page of each email. The entire packet is numbered consecutively Page 1 – Page 134.

Respondent: Phil Grate

Qwest Corporation
Catalog No. 2
Washington

SECTION 4
1st Revised Sheet 6
Cancels Original Sheet 6[1]

**EXCHANGE AND
NETWORK SERVICES**
Effective: March 1, 2008

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

A. Description

A Provisioning Agreement for Housing Developments (PAHD) is a contractual arrangement between the Company and the Developer/Builder for the provision of facilities to and within new areas of residential development.

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B. Terms and Conditions

1. A PAHD is required for the following:

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a. Developments for the purpose of constructing single-family detached dwellings or two-family dwellings; multifamily dwellings; or a mix of single-family detached, two-family dwellings and multifamily dwellings.

(N)

b. Developments for mobile home lots that are individually owned. The Company will provide facilities to a post provided by the owner of the mobile home or mobile home park. The post shall meet the specifications of the Company.

c. RV parks platted for long-term residence. The Company will provide facilities to a post provided by the owner of the RV park. The post shall meet the specifications of the Company.

(N)

2. For the purpose of 4.4, a dwelling is any building or portion thereof which is designed or used exclusively for residential purposes. A single-family detached dwelling is designed for and occupied by not more than one (1) family. A two-family dwelling contains two (2) attached dwelling units, designed for and occupied by not more than two (2) families (also called a duplex). A multifamily dwelling is a dwelling containing three (3) or more dwelling units, designed for and occupied by an equal number of families.

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(K)

(K1)

(D)

(K) Material moved to Sheet 7.

(K1) Material moved to Sheet 9.

NOTICE
THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

Qwest Corporation d/b/a CenturyLink QC

**Catalog No. 2
Washington**

SECTION 4

**EXCHANGE AND
NETWORK SERVICES**
Effective: May 1, 2014

3rd Revised Sheet 7
Cancels 2nd Revised Sheet 7

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

B. Terms and Conditions (Cont'd)

3. The following do not fall under the provisions of 4.4.
 - a. Developments containing less than four (4) single or two-family residential lots. These will be treated according to the terms set forth in the Company's line extension policy in **4.2.2** and may be changed from time to time. (C)
 - b. Marinas.
 - c. Mobile home parks, except as defined in 4.4.B.1.b.
 - d. RV parks, except as defined in 4.4.B.1.c.
4. The PAHD will include, but is not limited to: a description of the development; a requirement that the Developer/Builder provide the Company with an addressed, recorded plat; trench and backfill requirements; conduit requirements; reasonable and necessary or otherwise mutually agreed upon requirements for easements, rights-of-way and other similar rights to access the property; surface grading requirements; target dates and inspection schedules; and charges to be paid by the Developer/Builder.
5. The terms and conditions of each PAHD may vary as appropriate and may include provisions that are different from or additional to those stated in 4.4.
6. Developer/Builders' Responsibilities and Charges
 - a. When a Developer/Builder requests that the Company construct facilities pursuant to a PAHD, the Developer/Builder will be required to disclose whether or not the Developer/Builder has an arrangement or agreement with another provider to provide communications facilities and services. If the Developer/Builder has entered into an arrangement or agreement with another provider, Qwest will not be obligated to place facilities to and within the development or enter into a PAHD with the Developer/Builder. The Company may agree to place facilities within the development under mutually agreeable terms and conditions.

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EXCHANGE AND
NETWORK SERVICES
Effective: March 1, 2008

Qwest Corporation
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Washington

SECTION 4
1st Revised Sheet 8
Cancels Original Sheet 8[1]

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

B.6. (Cont'd)

b. If 4.4.B.6.a., preceding, does not apply, the following charges and responsibilities shall apply:

- (1) The Developer/Builder will provide, without expense to the Company, trench and backfill based on the specifications provided by the Company for the facilities within the development. The Developer/Builder will also provide, as specified by the Company and without expense to the Company, conduit with adequate pull string for the service drop from the serving pedestal or property line to the dwelling. In areas where the Company has trench and backfill agreements with other utilities, the Developer/Builder is responsible for the Company's trench and backfill costs.
- (2) The Developer/Builder shall provide at no cost to the Company a legally sufficient easement to accommodate the placing and maintenance of the facilities (e.g. distribution cables plus terminal pedestals or like devices and access point cabinets) throughout the development. The surface of the easements shall be brought to final grade prior to the installation of buried or underground facilities.
- (3) Where the Company deems it necessary or desirable to use private and/or government right-of-way to place facilities to and within the development, such Developer/Builder shall be required to provide or pay the cost of providing such right-of-way in addition to any other applicable charges. The route established shall be determined by the Company.
- (4) If in the opinion of the Company, construction to and within the development does not constitute a prudent investment, the Developer/Builder will assume that portion of the construction costs that exceed a prudent financial contribution by the Company. For the purpose of this section (4), construction costs are defined in 4.4.B.7., following.
- (5) The Developer/Builder may request an engineering quote to be performed to establish an estimated construction charge by the Company. For the purpose of 4.4, the Company will provide an engineering quote of the construction charges and an executable PAHD to the Developer/Builder for a fee of \$300.00. All quotes are valid for thirty (30) days from the date they are presented to the Developer/Builder. This fee is non-refundable.
- (6) All costs payable by the Developer/Builder shall be paid prior to the start of any construction.

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Qwest Corporation d/b/a CenturyLink QC

**Catalog No. 2
Washington**

**SECTION 4
2nd Revised Sheet 9
Cancels 1st Revised Sheet 9**

**EXCHANGE AND
NETWORK SERVICES**
Effective: May 1, 2014

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

B. Terms and Conditions (Cont'd)

7. For the purpose of 4.4.B.6.b.(4), construction costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way for placing and removal of distribution and feeder facilities, and all facilities necessary to provide service from the central office to and within the development, including but not limited to channel equipment, feeder, distribution, and drop facilities, and any applicable overhead, as determined by the Company.
8. For the purpose of 4.4, facilities means feeder facilities and distribution facilities, including but not limited to the communications cable, wire, standard network interfaces, pedestals and terminals necessary to enable end-users to arrange to have communications services to their living unit activated in the future from a standard network interface, as well as any necessary structures including but not limited to communications conduit, sleeveings, service drop and pull strings. Title to all facilities placed by or for the benefit of Qwest to provide services to the development shall belong solely to Qwest.
9. Facilities covered in the PAHD cannot be used for subsequent developments until they are covered by a new PAHD.
10. The Company shall not be required to provide facilities at the request of a Developer/Builder within new developments which meet any of the conditions listed in 4.4, absent the execution of PAHD.
11. To the extent that the terms and conditions in 4.4 or the PAHD conflict with any terms and conditions of any other section in this catalog, the terms and conditions set forth in 4.4, and/or the PAHD agreement shall control.

C. Developer Non-Participation

If a Developer/Builder does not enter into a PAHD, the Company, at its option, may accept requests for service from individual customers in the subdivision/development area as provided for in Section 4.2.2.

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